

REMARKS

The applicant has carefully considered the Office action dated May 2, 2006, and the references it cites. By way of this Response, claims 24-26, 36, 39 and 46 have been amended, and claims 37-38 have been cancelled without prejudice to their further prosecution. In view of the following, it is respectfully submitted that all pending claims are in condition for allowance and favorable reconsideration is respectfully requested.

Preliminary Matters

As an initial matter, the applicants note that claims 21-23, 30-34 and 48 stand allowed and are not further discussed in this paper.

As a second preliminary matter, the applicants note that the Office action indicated that claims 6-11, 39-42 and 47 would be allowed if rewritten in independent form. In keeping with this suggestion, the applicant has rewritten claim 39 in independent form. Accordingly, as acknowledged in the Office action, claim 39 and all claims depending therefrom are in condition for allowance and will not be further discussed herein.

Applicant notes that the amendments to claim 39 were not narrowing. Indeed, those amendments changed the form of claim 39, but did not change its scope in any respect. As such, the noted amendments do not create prosecution history estoppel or in any way limit the scope of equivalents of claim 39 or any claim depending therefrom.

Art Rejections

Turning to the art rejections, the Office action rejected claims 1-5, 12-19, 24-26, 35-38 and 46 based on Harvey et al., US Patent 4,188,745 and Cheng, US Patent 6,418,575. Applicant respectfully traverses these rejections.

Harvey, which forms the primary basis of the rejections, is directed to an infant toy that may be connected to a car seat or the like and/or placed in an infant bed or play pen. In the words of Harvey, "The infant toy is adapted for mounting on the sides of an infant seat or car seat and may be quickly removed and *placed in* an infant bed." (Col. 1, lines 22-24)(emphasis added). Thus, Harvey includes a mechanism to secure the toy to a car seat and a base 34 to stand the toy upright in an infant bed. As explained in Harvey:

The toy includes a flat angular base having a pair of collars for receiving the ends of the vertical arms for holding the toy in an upright position in an infant bed. The toy also includes a pair of adjustable clamps which are slidably mounted on the elongated vertical arms for securing the toy to the sides of an infant seat or car seat.

(Col. 1, lines 41-47). "The flat base 34 is used for holding the infant toy 10 in an upright position and is used when the toy 10 is placed inside an infant bed, playpen, stroller, or any similar type of infant bed." (Col. 2, lines 15-18).

Therefore, the base 34 is dimensioned to sit on top of the floor of an infant bed or play pen, but does not form the floor of such a bed or play pen. This can be seen by referencing FIG. 4 of Harvey and the following passage:

The toy 10 in FIG. 4 is shown with the flat angular base 34 disposed in the bottom of an infant bed 60. The ends 28 and 30 of the vertical arms 18 and 22 are received in a press fit in the collars 32 on top of the base 34. The infant can be placed on top of the flat base 32 with the play

objects suspended above him or a blanket or mattress may be placed on top of the base 34 and between the tubes 12 and 14. While an infant bed is shown, it should be appreciated that the toy 10 as shown in FIG. 4 could also be used in a playpen, stroller, or any other flat surface used for placing the infant thereon.

(Col. 3, lines 6-17).

In contrast, claim 1 recites a floor mat, a play gym, at least one connector to couple the play gym to the mat, and at least one fastener to couple the floor mat to at least one of a play yard and a bassinet. The Office action contends that the base 34 of Harvey is a floor mat. Under this construction, Harvey includes a play gym 10 coupled to a floor mat (base 34) via a connector 32. However, as explained by Harvey in the passages quoted above, the base 34 merely rests on the bottom of the infant bed/play pen. *There is no fastener to couple the base 34 (i.e., the alleged floor mat) to the infant bed/play pen.* Nor is there any reason, absent hindsight reference to applicant's disclosure, for modifying Harvey to include such a fastener, as Harvey lays the infant across the base 34 and the base 34 is, thus, held in place by the weight of the child. Accordingly, Harvey does not meet the recitations of claim 1.

Cheng describes a play yard – bassinet combination. However, Cheng provides no motivation to modify Harvey in any way. On the contrary, Harvey would function as explained above simply by being placed in Cheng; exactly as described in Harvey. Thus, while Cheng and Harvey could certainly be combined, the combination would not include a fastener to couple the alleged floor mat 34 to at least one of a play yard or a bassinet as recited in claim 1. Indeed, the only teaching of record for including such a fastener in

the proposed Harvey/Cheng combination lies in applicant's disclosure. However, such reference to applicant's disclosure is not a proper basis for rejecting a claim. Accordingly, claim 1 and all claims depending therefrom are allowable over Harvey when combined with Cheng.

Independent claim 24 is also allowable. Claim 24 recites a floor mat of at least one of a play yard and a bassinet *which is dimensioned to substantially cover a floor of the at least one of the play yard and the bassinet*, and specifies that the play gym is dimensioned to be removably secured to the floor mat to suspend an object above the mat when the mat is removed from the at least one of the play yard and the bassinet. As discussed above, Harvey includes a base 34. To the extent that base 34 is a floor mat, it is certainly not dimensioned to substantially cover a floor of at least one of the play yard or the bassinet as can be easily seen by referencing FIG. 4 of Harvey. Accordingly, Harvey does not teach or suggest the recitations of claim 24.

Further, Cheng provides no teaching or suggestion for modifying Harvey to meet the recitations of claim 24. Accordingly, claim 24 is in condition for allowance.

Independent claim 25 is also allowable. Claim 25 recites a floor mat dimensioned to be positioned in at least one of the play yard and the bassinet *such that the floor mat substantially covers a floor of the at least one of the play yard and the bassinet*. As discussed above, Harvey does not teach or suggest such a floor mat. Further, there is no teaching or suggestion for modifying the base 34 of Harvey to meet the recitations of claim 25. Accordingly, claim 25 should be allowed.

Independent claim 26 is also allowable. Claim 26 recites, among other things, a play gym which does not contact the floor mat when the floor mat is positioned in the at least one of the bassinet and the play yard. In sharp contrast, the base 34 of Harvey (which the Office action contends is a floor mat) **must** be in contact with the play gym via connectors 32 whenever the toy gym 10 is placed in an infant bed/play pen, or the Harvey play gym will be rendered inoperative. Furthermore, Cheng provides no teaching for modifying Harvey to meet the recitations of claim 26. Accordingly, claim 26 should be allowed over Harvey and Chang.

Independent claim 35 is also patentable. Claim 35 recites at least two legs which are flexible *and are biased away from a center of the floor mat when the legs are coupled to the floor mat*. In contrast, the legs of Harvey are substantially vertical structures and are not biased away from the center of the base 34. As there is no teaching or suggestion for modifying Harvey to meet the recitations of claim 34, claim 34 is in condition for allowance.

Independent claim 36 is also allowable. Claim 36 recites securing a play gym at least partially above at least one of a bassinet and a play yard such that the play gym is not in contact with a floor mat of the at least one of the bassinet and the play yard; and securing the play gym to the floor mat apart from the play gym and the bassinet. As discussed above, the play gym 10 of Harvey contacts the floor mat 34 whenever the play gym is used with an infant bed/play pen. Accordingly, Harvey does not teach or suggest the recitations of claim 36. Further, there is no rationale for modifying Harvey to meet the recitations of claim 36. Accordingly, claim 36 and all claims depending therefrom are in condition for allowance.

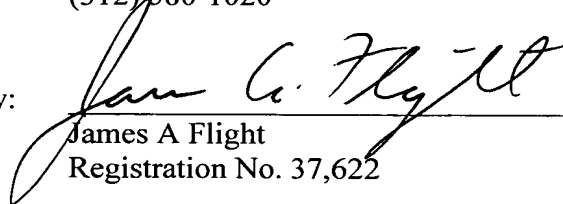
Independent claim 46 is also patentable. Claim 46 recites, among other things, at least one connector to couple the play gym to at least one of a play yard and a bassinet without engaging the play gym and the mat. As discussed above, the play gym 10 of Harvey contacts the floor mat 34 whenever the play gym is used with an infant bed/play pen. Accordingly, Harvey does not teach or suggest the recitations of claim 46. Further, there is no rationale for modifying Harvey to meet the recitations of claim 46. Accordingly, claim 46 and all claims depending therefrom are in condition for allowance.

If the Examiner is of the opinion that a telephone conference would expedite the prosecution of this case, the Examiner is invited to contact the undersigned at the number identified below.

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